NEW YORK CITY.

THE COURTS.

UNITED STATES CIRCUIT COURT.

Notice to the Bar. Judge Ne'sor will sit in the United States Circuit Court on Monday, 31st inst., to hear unfinished and adjourned cases.

UNITED STATES DISTRICT COURT-IN BANKRUPTCY. Decision-Lieu of Attorneys Upon Papers of Bankrupt.

Before Judge Biatchford. In the Matter of the New York Mail (Stamship Company, Bankrupt.—Judge Bintchlord put on file his decision in this case yesterday. "On the petition in the matter by the assignees for the deliver ers by attorneys I have examined the affidavits and other papers submitted to me, but it is im-possible for me or them to come to any satisfactory onclusion as to some of the questions in-olved. As to the claim of services rendered volved. As to the claim of services rendered to the bankrapt in opposing the petitions to have been declared involuntary bankrapts, these services were rendered prior to the adjudication of bankraptey, and, therefore, under section macteen, the debt for them is one provable in bankraptey, and the services were not rendered to the assignee. As there is no lien on any papers in respect to such services the debt for them cannot be paid. As to the other matters introduced an order will be entered referring them to Mr. John Sedgwick, as a referee cotake testimony as to the matters introduced in the petitions, antidavits and bilis for professional services hereta and report such testimony; with his opinion, on the following points in each one of the two cases:—

opinion, on the following points in each one of the two cases:—

As to what suits ought to be proceeded with, either in prosecution or defence.

Second, as to any and what papers in said suits are in the possession of the attorneys which are necessary to the assignees in defending or prosecuting the suits which ought to be proceeded with. Third, as to the amounts which are due and unpaid to such attorneys severally, in respect of professional services rendered by them in and about the several suits which ought to be proceeded with, which are a iten on such papers and which ought to be paid to such attorneys on the delivery by them of such papers to the assignees."

John McDonald attorney for assignees; J. T. Williams and Brown, Hall and Vanderpoel for their respective claims.

UNITED STATES DISTRICT COURT -- IN ADMISALTY. Calendar for To-Day.

Before Judge Blatchford. No. 15, William H. Judah vs. Bark Thales; No. 90, Camden and Amboy Railroad Company vs. Steamboat America; No. 16, Alfred Lawson et al. vs Schooner William Hunter; No. 162, D. M. Munger et al. vs. Steamer Vicksburg; No. 273, Ebenezer Jackson vs. Steaming S. O. Pierce; No. 274, P. A. Griffin et al. vs. Schooner Colonel Jones; No. 138, Coast Wrecking Company vs. Schooner Sea Breeze.

SUPSEME COURT-SPECIAL TERM.

The Sloux City and Pacific Railroad Litiga tion-Interesting Testimony-How Fran-chises are Secured and Railways Constructed. Before Judge Barnard.

Charles A. Lambard vs. The Sioux City and Pacific Railroad Company, John L.Blair et al .- The plaintiff was one of the originators of the defendant, the Stoux City and Pacific Railroad Company, and the other defendants were his co-corporators. This action is brought for the purpose of having the entitled to at least one-ninth and possibly one-sixth f the capital stock of the company, which amounts in the aggregate to \$4,000,000. From the testimony of the plaintiff it appears that in 1864 he, with a Mr. Crocker, President of the Cedar Rapids Railway Company, were in Washington napius Rauway Company, were in Washington individually intent on the same object—viz., to secure the passage of a bill by Congress which should aid the extension of the Gedar Rapius Railroud westward on the same conditions as the Union Pacific Railway. In their conversation, according to Mr. Lambard's story, it was understood that various interests were to be consulted, among them three of the lowa Congressmen, and they finelly settled down to an understanding that each of these linearies should have a winter

down to an understanding that each of these ininvests should be a such micrest. Congress ultimately made an amendment to the Union Pacific
Railway bill which enabled them to accomplish their
purpose, and there were then conversations with
John I. Blair and others on the same basis, which resuited in the signing of articles of incorporation and
the subscribing by each of the sum of \$1.000,000 of
the stock. The case held in this stage till 1805, when it
was arranged that Mr. Blair, as president of the lowa
Contracting Company, should subscribe \$1.000,000,
and some of the parties, including Mr. Lambard,
should subscribe \$110,000. In 1805 Mr. Lambard,
should subscribe \$110,000. In 1805 Mr. Lambard,
should subscribe \$110,000. In 1805 Mr. Lambard
went to Europe, and, as he says, arranged with Elair
to protect his interest in the company before he
went. After this \$4,000,000 more of stock was sucscribed, and, as Mr. Lambard claims, he called on Mr.
Blair by letter to take up one-nimb of the new subscribton for him, but for some reason Mr. Blair refused to do so. The government granted aid to the
extent of \$16,000 per mide, and forty per cent was
exacted on the stock. According to Mr. Lambard's
deas the company must have about \$500,000 on hasd
for distribution. Mr. Lambard has got one-twelfth
of the stock allotted to the construction company,
amounting to \$80,000, the \$110,000 subscribed at the
same time, and the first \$1,000 subscribtion. In all
\$181,000 of stock, but claimed one-ninth of the later
\$2.00,000 inder the original arrangement and Mr.
Blair's promise to protect his interest.

The engineer of the road gave some interesting
facts as to the state of the road. It was now in run-

Biar's promise to protect his interest,

The engineer of the road gave some interesting
facts as to the state of the road, It was now in running order. There were, including some junctions,
105½ miles of road, but the United States had allowed
them but 101.76 miles, the junction branches not
being allowed. The United States subsidy had been
paid, but the United States commissioner had held
that \$200,000 must be expended before the road was
properly commissed. He had submitted a recover.

paid, but the United States Commissioner had held that \$200,000 must be expended before the road was properly completed. He had submitted a report fixing the cost of the road at \$4,908,000, but that estimate included a bridge estimated at \$1,130,000. He thought the road had cost from \$27,000 to \$30,000 per mile to build and equip—say \$2,850,000 for the road. They now had immediate need of \$40,000 worth more of rolling stock, machine shops, which would cost \$26,000; steamboats in place of the bridge for which they had confracted, at \$23,000; depots, that would cost \$13,000, besides fencing, that would cost \$120,000, in all \$2,150,000. Besides this the law required beem to ballast the road with stone, which, as there was no stone within 200 miles, would cost \$100,000, and to substitute stone piers where the plars were now wood, this would cost \$200,000, fieldful think the company latended to ballast with stone. The deficiency of \$70,000, reported by the United States Commissioner, was on the first severity miles.

Mr. John f. Bian was called and testified that he knew nothing of any arrangement about minths, though ready nine men had signed the articles, and nine had made the first subscription of \$1,000 ach, There had been a great deal of talk about the time of the passage of pide amendment, but no real agreement. In the latter part of 180 he had become rather disgusted at the state of the ente prise, a great national enterprise with but \$0,000 subscribed, and some of those subscribed only working on borrowed money. He then subscribed \$190,000 himself and \$100,000 from Oaks Ames. The subscriptions, were made for the purpose of making a report to Congress, but at the same time they were cond afte. He considered himself and Ames, who he knew would adopt whatever he did, responsible for the money. Then he had a conversation in New York, at which Mr. Lambard was present, though he (Blatt) hardy took nim had consideration, as not being responsible. Mr. Hatr had Ames, who he knew would adopt whatever he did, responsible for the money. Then he had a conversation in New York, at which Mr. Lambard was present, though he (Blaty) hardly took him into consideration, as not being responsible. Mr. Blatt had not a very high opinion of impocanious people. As a result of that conversation, and he believed at his own suggestion, he went to lowa, and there subscribed \$1,000,000 for the lowa Construction Company—\$110,000 for himself and the same amount for Mr. Ames, and he thought for Mr. Lambert, and come others had signed similar amounts, so as to make up \$2,000,000. He had subsequently, with the board of trinstees, made a report to the government that \$2,000,000 of subscriptions had been made homestly and were good. He had not then known that the subscriptions were not good, though he had perhaps some doubts as to the solvency of some members. In fact, Archer and one, if not two others had suggested that they could not pay np. Forty per cent had been called on the scock. He had paid up at his assessments. With regard to the loose conversation with Mr. Lambard he did not remember its exact terms, but he knew that he had only intended to say that he should not on any technical matter be struck off. Then came the intercase of the stock. He had desired to clear out the trash who had subscribed without money to make their subscription good, of at least to bring m men of responsibility. He had proposed to the Board of Trustees to increase the stock and they had referred it to the Executive Committee. The Executive Committee consisted of five. Mr. Lambard was one. He had at once opened the books for the new subscription of \$2,000,000. There had been no formal meeting of the Executive Committee authorizing it, but he had acted in accordance will the general feeling of the meeting. He had received some letters, or copies of lotters, from Mr. Lambard was one. He had at once opened the books for the new subscription of \$2,000,000. There had been no formal meeting of the Executive Committee Lamberl is one-fine of the 25,000 but for the charges he had preferred against him. He had now about \$300,000 of the tunds of the com-pany—nout \$90,000 cash, about \$10,000 (ritied States bonds, \$110,000 in a note of Jesup's and \$15,000 in a note of Ames. The company had not yet issued their aret mortgage bonds. They were printed. The

first lot had been destroyed being wrongly printed, and a new lot printed. He did not know there was any idea of dividing these bonds among the stock-holders. He know some of them were hungry, but there was a good deal to be done on the road. They holders. He there was a good deal to be done on the roses there was a good deal to be done on the roses commight still build the bridge. The United States Commissioner had called for \$70,000 further expenditure missioner had called for \$70,000 further expenditure.

there was a good deal to be done on the road. They might still build the bridge. The United States clommissioner had called for 7:0.00 further expenditure. It was true the road had been accepted and the bonds given by the United States. His son had taken \$110 000 of the stock, and he (witness; had paid his assessment of forty per cent. Some of his brothers had taken stock, but had paid for it themselves. The \$2,000 of stock taken by nimself and the \$180 000 by Ames and \$16,000 taken by others was, as he understood, the affair of the Construction Company, lie, as president of that company, but the stockholders of that company, of whom Mr. Lamnard was one. Some of the stockholders of that company, of whom Mr. Lamnard was one. Some of the stockholders of that company, of whom Mr. Lamnard was one. Some of the stockholders of that company took their shares, Mr. Lambard taking \$80,000. The whole amount of shares taken in this way was \$763,000; \$78,000 of this subscription was taken by outside parties. He had taken part of the remainder and Mr. Ames a part, rather as relieving the lowa Construction Company than as an original subscription. He considered this matter as entirely a transaction with the lowa Construction Company. He thought the stock of the road was, well managed, worth par. (alt. Lambard had previously testified that he thought the stock of the company worth 120.)

Mr. Ames testified that he had known nothing of any agreement or understanding as to the formation of the company; he was not sure which of his subscriptions he made personally and which was made by Mr. Biair; whatever Mr. Biair had done for him he had ratified.

Mr. Crane, on behalf of the defendants, argued that there was no proof of any contract prior to the organization of the company and which was made by Mr. Biair; whatever with Biair had done for him he had ratified.

Mr. Crane, on behalf of the defendants, argued that there was no proven by the stome of the action, and the proof failing the action must fail with it; that the individual

terest, taking none of the burden on minsell min, by Blair's and Ames' efforts, it was a demonstrated success.

Mr. Field, on behalf of the plaintiffs, claimed that all the facts necessary to his case were admitted or clearly proved. The company was formed on the basis of an agreement such as stated by Mr. Lambard, and this agreement was rep-abedly recognized by the company in the minutes of its directors, even in the very resolution authorizing the increase of stocks, Mr. Lambard had clearly stated an agreement with Mr. Blair, and Mr. Blair had not reasily denied it, but only that he did not remember it exactly, and had some other interpretation of it. There had been a reference of the question of increase of stock to the Executive Committee, but there had been no meeting of the Executive Committee, but there had been no meeting of the Executive Committee, but there had been no meeting of the executive Committee, but there had been no meeting of the executive Committee, but there had been no meeting of the Executive Committee, but there had been no meeting of the Executive Committee, but there had been no meeting of the Executive Committee, but there had been no meeting of the Executive Committee, but there had been no meeting of the Executive Committee, but there had been no meeting of the Executive Committee, but there had been no meeting of the Executive Committee, but there had been no meeting of the Executive Committee, but there had been no meeting of the Executive Committee, but there had been no meeting of the Executive Committee, but there had been no meeting of the Executive Committee, but there had been no meeting of the Executive Committee, but there had been no meeting of the Executive Committee, but there had been no meeting of the Executive Committee, but there had been no meeting of the Executive Committee, but there had been no meeting of the Executive Committee, but there had been no meeting of the Executive Committee, but there had been no meeting of the Executive Committee, but there had be

SUPERIOR COURT-TRIAL TERM-PART I.

Ten Thousand Dollars for a Night in Prison

Action to Recover Damages.

Duckworth vs. James Greer et al.—This was an action to recover the sum of \$10,000 for alleged false imprisonment. The circumstances of accompanied a person who had been arrested and conveyed to the Third precinct station, of which the defendant is captain. It appears there was a large crowd at the station and that several persons were ordered away. The plantiff was among the number, and, according to his complaint, was rudely ejected from the premises. Then remoistrating he was arrested for is the property conduct, taken into the station and ordered to be locked up. The following morning he, in company with other prisoners, was taken to the Tombs and upon the complaint being tendered against him he was discharged. He now claimed damages for the alleged injuries to which, as he averred, he had been wrongfaily subjected. The defence was a general denial of the several allegations contained in the complaint.

For the plaintif, Mr. Blankman; for defendant, Mr. Vanderpoel.

The jury rendered a verdict for the plaintiff damages \$1,000.

SUPERIOR COURT-SPECIAL TERM.

Decisions.

Judge Monell rendered judgment in the following

cases yesterday morning:—

Beston vs. World Mutual Life Insurance Company.

Motion granted.

Simon vs. Simon,—Motion granted.

Livermore vs. Hamilton, Jr.—Motion granted.

Morey vs. Nage Deposit of New Fork.—Motion denied with ten dollars costs.

Hollengiord vs. Bass.—Motion granted with ten dollars costs.

Biblee vs. McClaren.—Motion granted and complant dismissed.

Lovery, Receiper, vs. McKeon.—Order granted.

By Judge McClaren.

By Judge McCunn.

By Judge McCunn.

Jewitt vs. Crooke et al.—Motion granted.

Lander et al. vs. Grayson et al.—Proceedings vacated with ten dollars costs.

Iranoctiz vs. Allen et al.—Motion granted without costs.

prointed.

Filek vs. Flick.—Judgment of divorce granted.

National Gaslight Company of New York vs.

O'Brien, Sherif, dc.—Complaint dismissed with

COMET OF COMMON PLEAS-SENERAL TERM Decisions.

The following decisions have been rendered by the General Term:-

General Term:—
Latingston, Appellant, vs. McKeon, Respondent.—
Indigment affirmed.
Beener, Respondent, vs. The Hudson River Rail
road Company, Appellant.—Judgment affirmed.
Smith, Respondent, vs. Ervel, Appellant.—Judgment reduced to \$40,000 and affirmed as to residue.
Application to go to Court of Appeals denied.
Hochbery, Respondent, vs. Brown, Appellant.—
Judgment affirmed.

Application to go to Court of Appeals denied.

Hochbery, Respondent, vs. Brown, Appellant.—
Judgment affirmed.
Curtan, Respondent, vs. The Rev. Pather Mathew
United Benecolent Total Abstinence Benefit Society,
Branch No. 7, Appellant.

Arnoux, Respondent, vs. Pike, Appellant.—Judgment affirmed.
Wilson, &c., Respondent, vs. Logan, Appellant.—Judgment affirmed.
English, Respondent, vs. Peck, Appellant.—Judgment affirmed.
Tappin, Respondent, vs. Murray.—Judgment reversed.
Rink, Respondent, vs. Dunn, Appellant.—Judg-Rink, Respondent, vs. Dunn, Appellant.-Judg-

ment reversed.

Marray, Respondent, vs. Leszynsky, Appellant.—
Judgment affirmed.

Ford, Respondent, vs. Ford, Appellant.—Order at
Special Term affirmed, with costs.

Carrot, Respondent, vs. Kelly Steel and Skirt Company.—Judgment reversed.

Cappia, Appellant, vs. Lichenstander, Respondent.—Order affirmed.

Hant, Administrativity and Respondent, vs. Since

dent.—Order affirmed.

Hunt, Administrativiz and Respondent, vs. Singer,
Appellant.—Judgment affirmed.

Fell, Respondent, vs. The New Fork and Havlem
Railroad Company, Appellants.—Judgment affirmed.
Exhardt, Respondent, vs. Reynolds, Appellant.—
Judgment affirmed.
Stanley, Appellant, vs. Reynolds, Respondent.—
Judgment reversed.
Schelber, Appellant, vs. Cappellant.

Scheiber, Appellant, vs. Selbirk & Brockway, Re-spondents.—Judgment reversed.

COURT OF GENERAL SESSIONS.

Before Judge Bedford, Jr.

The May term of the Court of General Session commenced yesterday. District Attorney Garvin, aided by his assistants, Messrs, Hutchings and Tweed, appeared to conduct the prosecutions in the various trials. The calendar was called and days fixed for the various trials of cases; excuses were taken from petit jurors when they proved sufficient.
Then the Grand Jury were empanelled and sworn. The Court appointed Mr. Joseph M. Cooper to act as

Then the Grand Jury were empanelled and sworm. The Court appointed Mr. Joseph M. Cooper to act as foreman, after which Judge Bedford charged the Grand Jury as follows:

Mr. Foreman and Gentlemen of the Grand Jury as follows:

Mr. Foreman and Gentlemen of the Grand Jury as follows:

Mr. Foreman and Gentlemen of the Grand Jury in reference to their duties and the solemn responsibility devolving upon them. I do not think it necessary, to make a lengthened address to you with regard to these duties; sudice it to say that the oath which has this moment been administered to each and all of you very broadly indicates the measure of your, responsibilities, and will, no doubt, awaken you to a just appreciation of your conduct as grand jurors. I may, however, be permitted to remark that, indeed, at one time, there were strong grounds for apprehension that crime in this city threatened to become epidemic; but it affords me great pleasure to say that, owing to the vigilance, energy and prompt action of the authorities, this apprehension has not been realized. On the contrary, the bold and daring recklessness which, but a few weeks ago, characterized our criminal record has been paipably very much diminished. With these few remarks I will order to be placed in your hands a brief for grand jurore, which will at once

prove a faithful guide for the performance of your duties. Gentlemen, you may now retire and enter dottes. Gentlemen, you may now reste the court and your labors.

A few mot one were then made, when the court adjourned till ten o'clock to-day.

THIRD DISTRICT CIVIL COURT.

What Came of Househanting.

Before Judge Smith.

James H. Gorman vs. Thomas Etilott.—This was an action brought by the plaintiff against the de-

fendant to recover eighty-eight dollars and seventyfive cents which the plaintiff alleged the defendant wrongfully converted. The facts of the case turned out on the trial to be as follows:-The wife of the plaintiff called on the defendant, who is a house agent, for the purpose of ascertaining if he had any plaintiff catied on the defendant, who is a house agent, for the purpose of ascertaining if he had any houses to let. He gave to her a permit to see the house No. 9 Horatio street. She took the permit and called at the house referred to. The occupants showed her the premises. She liked the house and called immediately on the defendant and informed him that she would take it. The next day the defendant sent his clerk to the piace of business of the defendant with a lease. The plaintiff signed and executed it, but immediately after discovered that the lease was for premises No. 8 Horatio street, and not for No. 9, the house which he had nired. He immediately called on the defendant and informed him that the lease was made out and executed by thin under the supposition that it was for the house he hired, he demanded back the advanced month's rent which he had paid; but the defendant refused to settle permit was offered by plaintiff in evidence, and the testimony of Mrs. Gorman clearly showed the facts to be as above stated. The defendant attempted to show a different state of facts, but failed to satisfy Judge Smith of his fair dealing in the matter, and he rendered a judgment in favor of the plaintiff for the amount claimed and stated that the defendant, in default of payment of the judgment was subject to arrest and imprisonment.

COURT CALENDAR-THIS DAY.

SUPREME COURT CIRCUIT.—Part 1—Oyer and Terminer.—Nos. 1609, 1441, 1039, 1579, 962, 1643, 1767, 1475, 1504, 1317, 891, 1645, 1155, 1437, 573, 4247, 1607, 1325, 932, 824. Part 2—Adjourned to Friday, May 7. Part 8—No cucuit calendar.

SPECIAL TERM.—Demurrers—Nos. 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 32, Issues of law and fact.—Nos. 273, 203, 105, 166, 167.

CHAMBERS.—Nos. 9, 20, 24, 47, 54, 68, 60, 70, 73. Call, 77.

SUPERIOR COURT—TRIAL TERM.—Part 1—Nos. 859, 499, 465, 2029, 883, 798, 339, 298, 857, 735, 245, 886, 886, 833, 894.

Part 2—Adjournedg to Monday, May 10.

10. COMMON PLEAS—TRIAL TERM.—Part 1—Nos. 589, 950, 500, 501, 592, 503, 505, 507, 598, 599, 600, 601, 602, 603, 604. Part 2—Nos. 238, 365, 575, 162, 514, 641, 416, 113, 568, 333, 574, 187, 167, 562, 547.
MARINE COURT—TRIAL TERM.—Nos. 2321, 2630, 2267, 2303, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2648, 2649, 2659, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2650, 2661, 2662,

CITY INTELLIGENCE.

THE WEATHER.—The following record will sho the changes in the temperature for the past twenty-four hours, in comparison with the corresponding

day of last year, as indicated by the thermometer at Hudnut's Pharmacy, HERALD Building, Broadway, corner of Ann street:—

1868, 1869.

3 A. M. 49 45 3 P. M. 58 56 6 A. M. 49 46 6 P. M. 54 56 9 A. M. 50 50 9 P. M. 60 41 12 M. 60 51 12 P. M. 60 44 Average temperature resterday. Average temperature yesterday. 4854
Average temperature corresponding day last yr. 4754
Average temperature on Sunday. 4654
Average temperature corresponding day last yr. 50

THE CUSTOM HOUSE .- Collector Grinnell is in Washington, consulting the heads of departments in relation to reforms in the Custom House. It is expected that important changes will be made in the business of the public stores.

FIVE POINTS HOUSE OF INDUSTRY .- The annual exercises of this institution will take place this evening, at Steinway Hall. The children will be present and engage in a variety of pleasant and interesting exercises. Henry Ward Beecher will address the DROWNED .- The body of a man, recognized as

hat of William Lahey, thirty-seven years of age, late of No. 145 Thompson street, was yester-day found floating in one of the East river docks, the body was secured and one of the coroners noti-fied to hold an inquest. DEATH OF AN AGED LADY.-Coroner Rollins was

esterday notified to hold an inquest at No. 94 Fourth avenue, on the body of Mrs. Moloney, a woman ninety-five years of age, who died on Sunday night. becaused had failen, and the shock to the system resulting therefrom probably caused death. A Sailog Drwner,—A boatman coming from the

ship J. W. Hatheld with seven sailors in his boat was capsized in the North river yesterday morning and one of the sailors was drowned. He is said to have worked his passage home in the ship from Europe, and that his family resided in this city.

PRESENTATION.—James Kelly, ex-Postmaster, was presented yesterday afternoon with a beautiful gold watch and chain valued at \$700, which sum was spontaneously contributed by the employes of the Post office. The presentation, which was made by Superintendent Hailett on behalf of the employes, was strictly informat, and passed off with mutual expressions of regard and esteem.

The New POSTMASTER.—General Jones, the new Postmaster of this city, took full charge of his office ship J. W. Hatneld with seven sailors in his boat

ster of this city, took full charge of his office vesterday. He was bored all day by applicants for position, to all of whom he gave little or no en-couragement. It is the Postmaster's intention at the earliest convenient day to pay a visit of inspection to all the sun-offices of the district, accompanied by Mr.

FOUND IN THE WATER,-The remains of a mar named James McDermott were found floating in the the First precinct. The body was carried to the late residence of the deceased, 64 Gouverneur street, where Coroner Fiyan was called to hold an inquest. Deceased left his home on Sunday evening, and is supposed to have accidentally faffen overboard. He was twenty-eight years of age.

MAYOR'S OFFICE.—The business at the License

Bureau yesterday was very slight, and Marsha Bureau yesterday was very stight, and Marshai Tooker had but little to do in disposing of the few cases brought before him. The complaints were chiefly against backmen for not having their vehicles properly numbered or standing without badges, and one or two against truckmen for not having their trucks numbered, and one for driving without a license. The cuspris were each fined and reprimanded, and notified that a repetition of their offences would probably cause the revocation of their licenses.

BOARD OF ALDERMEN .- This Board met yesterday EGARD OF ALDERMEN.—This Board met yesterday afternoon, with the President, Alderman Coman, in the chair. No business was transacted, except the adoption of a preamble and sot of resolutions in relation to Third avenue, from Ninety-second to Hoth streets. The preamble sets forth that the avenue is in such a bad condition as to endanger vehicles, when laden, in attempting to travel on it; that on Friday last three trucks, heavily laden with furniture, were tapset at three different points and the furniture badly broken. The resolution directed the Street Commissioners to eract barricades on the avenue between the above mentioned streets, until such time as it snould be placed in proper repair.

New York INSTITUTION FOR THE BLIND.—The

NEW YORK INSTITUTION FOR THE BLIND,-The anniversary exhibition of the New York Institution or the Blind is announced to take place on Thursday, the 19th inst., at Steinway Hall. The enter-tainment will embrace a great variety of vocal and instrumental music, logether with many interesting literary exercises by the immates of the institution. The public at large, besides the gratification of con-tributing to so fasoful a charity, will be afforded a chance of becoming better acquainted with the methods of education adopted by the managers and to observe the remarkable profictency which has been made by those who have had to strongle against all the disadvantages of a terrible physical infirmity.

FATAL ACCIDENT ON SHIPBOARD.—Coroner Schirmer was yesterday called to the rear of No. 408 Wes Sixteenth street to hold an inquest on the body of John Armstrong, an Irish laborer, forty-four years of age, who died from the effects of injuries received on the 16th ult. Deceased was at work in the hold of a ship, foot of Eighteenth street, when a tub, conof a sinp, foot of righteenth street, when a two, con-taining coal, on being lowered, streek him on the head, partially stimining him, He, however, con-tinued at his work for nine days atterwards, when he was taken down and died, as stated. Deputy Coroner Cushman, from a partial examination of the body, was of the impression that death resulted from infimumation of the brain. That, however, would be determined by a post mortem.

An INISH GENTLEMAN FOUND DEAD IN A STABLE.—

Many years ago Cornelius O'Donnell, a man of citi-cation and refinement, who inherited a fortune in Ireland, having become much reduced in circum-stances settled up his affairs and came to this couptry with a view of retrieving his losses. Success, however, did not attend him, and finding no vocation more congenial to his tastes he accepted the position of head carver at the St. Nicholas Hotel, the luties of which he discharged in a satisfactory manner. Eventually, however, Mr. O'Donnell left the hotel, and at intervals since has drank to excess, his hotel, and at intervals since has drank to excess, his means having become quite exhausted. Some time ago, having nothing better to do, Mr. o'Ponned engaged to take care of some horses of a gentieman who stables in Twenty-ninth street, near Seventh avenue, and quite requently he stept in the stable at night. On Sunlay evening he entored the stable, botting the door after him, and proceeded to look after the com-forts of his horses. Yesterday morning, as O'Don-

nell did not make his appearance as usual and the stable was locked, the door was forced, when he was found lying down in a box containing oats. It stable was locked, the door was forced, when he was found lying down in a box contaming oats. It is supposed that while stooping over to take out some grain O'Bonnell was seized with a rush of blood to the head or a fit, and, failing into the oox, expired soon afterwards. The body was removed and Coroner Rollins notified to hold an inquest. Deceased, who was seventy years of age, had no permanent home or means of support, but his remains will be decently interred by frieads and acquaintances. Mr. O'bonnell has relatives of wealth and position in the old country, one of whom is a magistrate in Ireland.

ROLD RORRERY AT MIDDAY

Seizure of an Express Wagon, a Safe and

Vainable Package of Money. Hounslow Heath and its memorable records of daring robberies and all the exploits, real and fictitious, of the Jack Sheppard school of highwaymen present in audacity of execution few parallels to a bold robbery perpetrated at midday yesterday in Broadway, the chief and great thoroughfare of our great city, and at this hour so filled with passing pedestrians and vehicles of every kind. The details of

At a few minutes before noon one of the wagons of the American Merchants' Union Express Company was standing at the corner of Pearl street and roadway. It was in charge of William J. Cox, s slim and delicate lad of about eighteen. The deliverer of packages had just gone into the Central Na tional Bank to deliver a money package, leaving the wagon in charge of this lad, whose vocation was to accompany him in his rounds of delivery and look after the horse and wagon in his temporary absence. In the wagon was an iron safe containing from \$30,000 to \$40,000, and besides this were a number of separate money packages of several thousand dollars more. Quick as thought three young men leap into the wagon, young Cox is thrown from his seat into the boack of the wagon and held tightly with his face down by two of the men; the third man selzes the lines, puts the whip to the horse and away they dash at a break-neck pace. Mr. J. Dyer, who drives a truck for Aronson & Co., 248 Canal street, happened to see the whole affair, quickly as it was done, and at once comprehended the state of the case. Leaping from his truck, and at the emment peril of his own life, he seizes the blorse by the head and brings it and the vehicle and the persons in it to a stand. The three robbers do not like the situation. They ump from the wagon and take recourse to flight. Two are fortunate enough to escape among the passing throng on Broadway. The third turns down Worth street, and on turning the corner of Church street runs into the clutches of officer Gibson, of the Fifth precinct. The officer though not knowing what the matter is, but wisely concluding that it is better to nab this fugitive than let him pass on, selzes him. His prisoner strikes him, which makes him more determined to hang on to him, and so he catches him around the mock and holds him fast till another officer comes to his assistance. The prisoner was forthwith taken to the Fifth precinct station house, where he gave the name of James Bulkley. He proved to be disguised. Over a fine pair of French pants were a pair of coarse blue cotton overalls. He had also on a knit coat and shabby hat and coarse shoes. His contederates were somewhat similarly dressed, which makes it quite evident that the robbery we have described, or one of like boldness, had been planned in a tional Bank to deliver a money package, leaving the wagon in charge of this lad, whose vocation was to

THE SPIRIT PHOTOGRAPH CASE.

ming Up of Counsel-Dismissal of the Com-plaint-Congratulatory Shakes of the Hand of Mumler-The Closing Act of the Drama The closing act in this public drama was per-formed this morning at the Tombs, before Judge Dowling in the summing up of counsel. As in the previous acts of the drama-if a farce can be dignified into a drama—there was the usual large attend ance of spiritualists, of nondescript visages and other curious lookers on interested in the proceedings. Judge, counsel, the prisoner and spectators were at ten A. M. promptly in attendance.

Before the opposing counsel entered upon their oratorical harangues Mr. Mumler, the prisoner, was asked what he had to say. Bising to his feet he produced a manuscript, and proceeded to read it, which, however, was more biographical than exwhich, however, was more inographica that exculpatory. He stated that in 1861 he was employed in
business in Boston. One day while in the photographic
establishment of a Mr. Stewart he was taking a
picture, and, to his astonishment, on the background
of the picture there appeared a snadowy form. He
was then a more novice in the art. Sabsequently he
took up photographing and very soon developed a strange power in producing spirit
forms on the pictures he took. He denied positively ever having written any
letters to Mr. P. T. Barnum, as alleged by the latter
gentieman, and which letters were said to have been
destroyed in the burning of the Museum. In regard
to Mr. Tooker, the Mayor's Marshai, he remembered
the spirit form on the picture, and certainly a more
viliainous looking spirit form he had never seen,
which was to be accounted for, no doout, from being
the spirit of the person nearest in sympathy with
Mr. Tooker. He explained his refusal to take pictures in the presence of a committee of photographers as acting in compliance with the advice of his
counsel, who cautioned him against being led into
any such trap.

Mr. Munier having concluded the reading of his culpatory. He stated that in 1861 he was employed in

counsel, who cautioned him against being fed suce any such trap.

Mr. Mumler having concluded the reading of his manuscript, Mr. Townsend, his counsel, processed to sum up. He began with reading the section from the statute which the accused was charged with the statute which the accused was charged with

violating. He insisted that if Mr. Tooker failed to get a spirit photograph, as promised, it was only a breach of contract. Next in order be proceeded to review the testimony of the witnesses for the prosecution. He insisted that their combined testimony was conclusive, as proving that Mr. Munier produced on photographs the forms of spirits. Respectable witnesses, whose testimony had been unimpeached, declared most positively to spirit forms on their photographs being the likenesses of deceased relatives or friends. A mother had sisted that one of these spirit forms was on each likeness of her son, who had passed away, and so, vice versa, a son had testified to one of the spirit forms being a likeness of his mother. In neither of these cases were there likenesses in existence taken while they were in this life. Proceeding on with his argument, he referred to the fact that Andrew Jackson Davis commissioned Mr. Gurney to test Mr. Munier's process of taking spirit pictures, and that the latter failed utterly to detect in it any deception. Having flushed his review of the evidence on both sides Mr. Townsend quoted largely from the Scriptures, showing the existence of spirits and the fact of their being visible. He laid particular stress on the case of Balasm and the ass, when the ghost form, which Balann at first failed to see He instead that when an ass can see spirits men of larger intelligence, though less length of ears, must be able to see them; and he farther the sisted that such ghost forms, being visible, and the farther the sisted that such ghost forms, being visible, and any other men and assert the present companit should be dismissed and he was long to the defence. Mr. Brought the considered as a nounting to mother of the process of the sistency of the defence. Mr. Brought he considered as a nounting to nothing and the son december of the settlements of the detect he kningly and the fact of the contract of the detect he humburg, but was unable to detect the Ethiopian. Mr. Europe of the process of Andrew shade—a grand place for a picale. After showing that Byron, Cooper, Goethe and others, fillustrious in the world of letters, were subject to indimensions, he dwelt at length upon the nine methode, as shown by photographic experts, by which the same kind of pictures taken by Munier could be taken by any photographer. Indulging next in a cramatic interlule in which the prisoner and the winesses were the dramatic persona, he urged that Munier was guilty of laise pretences; that his taking the amounts

charged for his wirt photographs was common taw larceny; that has wife was equally culpable with lim and, that both converted the punishment provided in the statutes for and cases.

Mr. Townsend made a loss londer, after which Mr. Townsend made a loss londer, after which Judge llowling gave his decision. It is follows: After Judge llowling gave his decision. It is follows: After Judge llowling gave his decision. It is follows: After Judge llowling gave his decision. It is follows: After Judge llowling gave his decision. It is follows: After Judge llowling gave his decision are careful and therough analysis and finally say, exacting that the prisoner should be discharged. It is take that, however, I may be morally convinced there may have been trick and deception practise by the prisoner; yet, as I sit as a magistrate to decision there may have been trick and deception practise by the prisoner; yet, as I sit as a magistrate to decision the limitation in a my opinion the prosecution has failed to mak court he case. I therefore dismiss the complaint and order the discharge of the prisoner.

Succeeding the rendition of the Judge's decision there was a tunnit of joy among the spiritualistic gathering. Men and women harried to congratulate Munier. He bore up travery under the vigorous shaking of hands. In a few momens the court room was clear. Munier, ghoots and all departed, and thus ended the drama.

INFELICITY IN HIGH LIFE.

A Quarantine Officer Abandons His Wife-The Case Before a Police Court-Wit-

on the 27th uitimo Mrs. Emeline Wheaton, of the St. Germain Hotel, appeared before Justice Dodge, at the Jefferson Market Police Court, and presenting ietter from the Commissioners of Charities and Corrections preferred a charge of abandonment against Dr. Henry Wheaton, boarding officer at the Quarantine station.

In her affidavit she clarges that the Doctor has

been her husband for seven years and that he has

left her without adequate means of support.
On the 25th officer Ferguson, arrested the defend ant at the Quarantine station and arraigned him pelore Justice Dodge, when he stated that he is twenty-eight years of age, a native of Connecticut. resident of Staten Island and by occupation a physician and boarding officer. In answer to the query as to his guilt the desendant said:—"I am not guilty of the charge of the abandonment of my wife. I an in receipt of \$1,200 per year for services in my office; I receive that as a salary." Upon these proceedings Justice Dodge made an

order for the payment to the complainant of ten dollars per week and admitted the accused to bail. The complainant is a lady of commanding appearance, aged about fifty years, and was tastefully attired in black. No children have blessed their union. It is said that she was before her last marriage the wile of Henry Brown, a well to do merchant of this

It is said that she was before her last marriage the wile of Henry Brown, a well to do merchant of this city.

At eleven o'clock yesterday a hearing of evidence in the case was had at Jefferson Market, when Mr. Brookstaver appeared for the complanant and Mr. McDonouga for the defendant.

On her examination Mrs. Wheaton testified as follows:—I was married on April 29, 1862, at the church in Sixteenth street, by the Rev. Father Devilo; I went to Paris, and on my return Mr. Wheaton went into the army and I resided with his mother in Providence, R. L.; I have resided here since November last; he has frequently threatened to abandon me, and has finally done so; I have asked him to support; have endeavored to get pupils to support, tailed, and have no property of immediate avait; after my mother's death I come into possession of a small property.

Cross-examined by Mr. McDonough—A year ago last February I last lived with my hussand on Staten Island; it was then he abandoned me, after being turned out of the hotel; he left the hotel for this city, and I came away the same night and found him; I believe he is living now on Staten Island; I have heard that he takes his meals in this city; I have not abandoned him; I returned to the hotel on Staten Island, out was forcibly put out; there is a property on the corner of Lispenard and Church streets in which I have a third interest; the lot is worth \$22,000; there are \$5,500 in morring ages upon it; I have no means to pay the interest; the money thus obtained was used entirely in paying rent; to cover other expenses Mr. Wheaton sold my silver, jewerry and clothes; I had the pawn tickets; I have lived for three weeks as a visitor at the St. Germain Hotel; I borrowen money to pay my bill there; Mr. Wheaton's mother gave me an the money she could, and other members of the family have aided me.

Redirect—He told me to go to the lower regions; the band of my provide a home for me.

there; Mr. Wheaton's mother gave me all the money sike could, and other members of the family have aided me.

Redirect—He told me to go to the lower regions; that he would not provide a home for me.

Several letters relating to family matters were here recognized by witness and put in as evidence.

Arthur Leary sworn for the complamant—I reside at No. 90 Fifin avenue; I know plaintiff and defendant—the former for twenty years; I am acquainted with her financial addirs; all the property sine has is her interest in the vacant lot corner of Church and Lispenard streets, which produces no income and is all the time subject to taxes and assessments; she has no other property; she gave a mortgage on the property for \$4.900, another of \$800 and accumulated interest for two years; I have ndvanced several hundred dollars and took her notes; I know defendant has abandoned her and no longer lives with her.

The prosecution here rested, when Mr. McDonough annotaced that he had no rebutting evidence to offer, as her interest in the property. For this reason the defence held that the amount named in the order should be reduced if the order be not vacated. They also claimed that their residence had continued to be on Staten Island, and complainant had come to New York, and therefore a charge of abandonment could not he.

Justice Bodge took the record and announced that he would give a decision in a few days.

The Board of Excise met yesterday afternoon, the President, Judge Bosworth, in the chair. A woman named Etizabeth Baker, residing at Staten Island, complained against Weirt Banta, who sold her liquer testified that she had repeatedly warned the defend-ant not to sell or give liquor to her husband, and that on the day in question she determined to put an end to his career as a liquor dealer, so she sent her little girl to him for spirits, which she got in a bottle. The defendant swore that when the girl came to him she said that her name was Latourette and that she wanted the liquor for a sick man named and that she wanted the liquor for a sick man hamed berker. The license was revoked. The licenses of the following persons were revoked:—John Dickhardt, 117 Hester street; Weart Banta, Elm Park; Henry Eins, Ninety-second street, between Second and Third avenues; Leonard Dackermann. The following communication was read and referred to a special commuttee—Commissioners Lincoln and Stone—to draw up an appropriate answer:—

to a special committee—Commissioners Lincoln and Stone—to draw up an appropriate answer:—

Sayanook, Comp. April 19, 1969.

To the Metropolitax Board of Excise:—
Gentlemen—the condition of my health, as you know, has compelled me to retire from the office of Commissioner of Metropolitan Police, creating a vacancy in the several Boards of which I have been a nomine. It seems to my that the meanity and, I hope and believe, in a manner acceptable to die public and to the several Boards in question. I know of no public body the action of which is more important to the citizens than that of the Board of Excise. The experience of three years demonstrates the vaine and enleavy of thorough, impartial and enlightened administration of the Excise law in securing public order, personal safety and social comfort of the inhabitants of the district. I have an abding faith that the Board of Excise will in the future discharge, as in the past it has discharged, its repy important functions in sech manner as to secure to themselves and to the Excise law continued and increased public comportant functions in sech manner as to secure to themselves and to the Excise law continued and increased public commission of the Kindhess, confidence and consideration at all times extended to me in all cases and under all circumstances throughout the term of our official connection.

I trust that success may attend the future of the Board, and that each of you may personally enjoy continued prosperity, health and happiness.

The BOARO OF HEALTH.

The Board of Health held their regular weekly meeting yesterday afternoon, President Lincoln in the chair.

Judge Bosworth, chairman of the Committee on

Finance, read a lengthy report concerning the orders of the Board that have been compiled with and not compiled with. &c. The report is of more interest to the Board than to the public, being especially devoted to the consideration of the Assistant Attorney's report submitted some time ago.

Mr. Eaton, the counsel, odered a substitute to the

ordinance on cattle driving, to the effect that when-ever cattle or sheep shall arrive in the Twenty-second or Thirtieth precinct after the hours fixed for driving cattle through certain streets, which cattle or or Initieth precinct after the noars inxect for driving cattle through certain streets, which cattle or sheep may have been delayed without wrongful act on the part of the owners, that they shall be allowed to be driven above Forteth street on the drivers receiving written permits from the respective poice offices, under such regulations as the foard of Police may see fit to enact. The substitute was adopted.

A lengthy communication was received from the Superintendent of Street Cleaning, the pith of which was the recommendation that stationary from boxes for garbage should be placed on the sidewaks in tenement house neighborhoods and portable boxes in other neighborhoods.

The permits of several butchers to slaughter sheep and cattle inside the city limits were renewed.

A communication from the Registry Clerk was read, in which he requested to be informed whether or not he would be justified in registering a marriage which was performed by a notary public.

The counsel remarked that the marriage was undoubtedly a legal one, but that as it took place in an irregular way some distinction from ordinary certificates should be made by the clerk in making out the certificate, so that if it were the intension of the married parties to make use of the certificate in foreign countries the authorities in those countries should be aware of the largestarty.

An ordinance prohibiting the keeping within the

city limits of any ass, coit or horse afflicted with the farcy or glanders was passed.

A communication was received from Mr. Acton, in which, while resigning his office as Health Commissioner, he takes occasion to express his thanks to the Board for the uniform kindness extended to him during his term of orfice.

Br. Stone called up his resolutions concerning quarantine matters, but on motion of Commissioner Maniere their consideration was postponed to the next meeting of the Board.

OFARANTINE.

The Grounds To It Were Sold-No Record of the Sale-Where sas the Money Gone f
The grounds at Staten is and close by the first

anding, which formerly constituted the Quarantine station, were sold, it will be remembered, towards the end of last summer, to three persons, named Weiner, Shortland and Reynolds. The HERALD gare very full particulars afterwards of the manner in which that sale was effected; how the most valuable piece of land on Staten Island was disposed of for less than one-fourth of its value, and how the par-ties professing to be the purchasers represented others than themselves-represented certain men whose names are pretty promment, and who felt no particular desire to be mentioned in connection with the transaction. About nine months have elapsed since the grounds were sold, and as yet no record of the deed of sale appears on the books of the County Cierk at Richmond, Staten Island. All sales and transfers of real estate have hitherto been recorded in this quarter, but we have yet to see this of the Quarantine grounds put down for reference. It may not be exactly prima facis evidence of something being wrong in the sale itself, but it is certainly provocative of suspicion that in the arrangement of sale and purchase there must have been features of irregularity that could hardly stand the test of exposure. The trustees of St. Andrew's Episcopal church contemplate instituting proceedings for the recovery of the Quarantine grounds, on the score that, being originally given by the church to the State for quarantine purposes solely, they reverted to the church when they ceased to be used any longer for the object for which they were granted. The trustees have a very good case here, and the State can hardly question the propriety of the claim. But the grounds have already, it is supposed, passed out of the hands of the State into the possession of Dr. Swinburne and his friends. There is no record, however, in the way of the trustees, and when they demand of the State that the grounds be restored those who claim to be the owners will have to produce their deed of purchase and let the public know who they are. Governor Hoffman could very conveniently inquire at Alonay of the State Treasurer whether any money has been paid in as yet of the \$200,000 whilch we were told last year was agreed to be paid for the property. If none is marked down then the sale has been a very plain swindle; for it was stipulated, according to Mr. Johnson, the lawyer for the Commissioners of Quarantine, that at least \$40,000 should be paid in cash after the purchase was made. It is the intention of those who own the property now, or claim to own it, to continue a street of the village at the first landing through the centre of the grounds, thus dividing it of into two sections and enhancing the value of each. A horse car ratiroad will be laid along this street, and building lots will no doubt be held at a high figure. Considering that there are iwenty acres in the grounds the value of th in this quarter, but we have yet to see this of the Quarantine grounds put down for reference. It may

BITUALISM EXTRAGRDINARY.

The Guild of the Holy Cross-Extraordinary Services in Christ Church-The Brilliant Altar, Gorgeons Vestments, Candles and

Christ church, Fifth avenue, was yesterday morning the scene of an intensely ritualistic service, com-memorative of the organization of a high church Episcopal society, called the "Guild of the Holy Cross." The attendance was quite large. On entering the visitor was asked if he belonged to the "Kyrie;" if so, he was requested to enter by the door on Thirty-lifth street. The following circular was handed to occupants of pews:-

Catholic worshippers who may attend the private commemoration of the Guild of the Holy Cross are carriedly requested to comply with the woil known Catholic rules, as follows:—To bow reverently at the Glorics and at the Holy Name; to remain kneeling from the Confession throughout the service, only rising to commans, and again at the hymn "Faithful Cross," which takes the place of the Gloric in Received in the Post Communion service; and not to leave the church until the altar lights are extinguished and the Guild have retired.

The church was dark, with the exception of the altar and chancel, which were brilliantly illuminated with gas and wax candies. Four lofty wax candies lighted up the altar and a cross above it. As the services opened with a voluntary and chant, a procession of the choir, clergy, officers and fellows of the Guild, preceded by a little boy bearing a cross, entered from the vestry, clad in gowns and chasables of black, red and blue trimined with whate, gray and red and a watte cross on the breast. The procession passed down the side and up the middle asise, the members of the Guild occupying the centre pews. The service was as follows:—The Litany; a voluntary on the organ; a second procession of priests in gorgeous vestments, preceded by the cross and two wax candies carried by little boys; the commandor service; the Comone procession of pricess in gongous vestments, preceded by the cross and two wax canties carried by fittle boys; the commanion service; the Commanion service is the commanion service and administration of the sacrament in the following order:—The ciercy; the choir; the official commanion service and administration of the sacrament in the following order:—The ciercy; the choir; the official commanion services and fellows of the Guid, vested and navested; the religious; the men; the women. An address of one of the ciercy was followed by a hymn, which closed the services. The religious forms and observances were throughout nearly identical with those which characterize the Homish Canach.

BEATH OF A NOTORIOUS CHARACTER.

Information reached the Coroner's Office vester day afternoon that Michael O'Brien, better known as "Desperate Mike," had died in the Penttentiars noon. On the 20th of March, Mike was arraigned before the Court of Special Sessions on a charge of assault and battery, which resulted in his conviction and sentence for six months in the Pentleothary. Coroner Keenan has the matter in charge and will hold an inquest on the body. Mike's career in America has been decidedly cheequered. He was thirty-eight years of age, and twenty years ago Mike came to this country from freland and took up his abode in the First ward. Being of an excitable and tarbulent habre, particularly when under the induence of inquer, Mike frequently abused his wife, and came in violent collision with the police, taking great delignt in assaulting them whenever a convenient opportunity presented itself. The result was that he often fell into the clutches of the officers, and times almost without number Mike has been on the island. It is estimated by those who know hum well that he has spent half his life in this coanty in the Funtentiary, and imprisonment almost became a second nature to him. Deceased has left a family in the First ward. noon. On the 20th of March, Mike was arraigned

JUBGE CONNOLLY AND HIS OFFICES.

NEW YORK, May 3, 1869. TO THE EDITOR OF THE HERALD:-

Please permit me to reply briefly to your paragraph of this morning in reference to my "holding two elective offices."

The relation of the Register with the city govern-

ment is merely one of pecuniary responsibility on the part of the incumbent of the office for the faithful performance of his trust. His compensation is not drawn from the public treasury, but is derived solely drawn from the public treasury, but is derived solely from those for whose benefit his services are required. The assumption of that trust and the receipt of its emotuments I believe to be as constaint with my magesterial obligations as is the practice of my profession or would be any industrial avocation for which my other duties may afford the leisure. Had I consulted my own trews I snould have tendered my resignation as Police Justice to his Excellency the Governor at the commencement of his administration, but my where were overcome by the continuous and incessant demands of my personal friends and constituents generally, from the time of my election to the registerstp that I should serve out the entire term for which they had elected me.

I have in my possession a document numerously signed by promment entirens of the seventh Judicial district congratulating me apon my election to the office of Register and at the same time protesting against my abandoning the office of Police Justice before the expiration of my term.

THE HEIRS OF GENERAL TAYLOR. - IMPORTANT

THE HEIRS OF GENERAL TAYLOR.—IMPORTANT DECISION.—A case of great importance, and one that has excited much interest in Newport, Ky, has just been decided by the Court of Appeals of that State. By the will of General Taylor, who died in 1848, 120 acres of land, lying within a short distance of the heart of Newport, was devised to trustees to be sold, and the proceeds invested for the beneal of his three daughters and their heirs. On the death of Mrs. Tibbatts, General Hodge and her other children field their suit to set aside the irrust and be allowed to take the property in fee simple and dectare the trust ended as to one-third. The lower court granted the prayer. The trustees then took the case to the Court of Appeals, and that tribunal has, by the decision just rendered, declared that the trust has cassed as to Hodge and his coplaintiffs, and decreed they have trust to be laid out into streak, and can decreed the whole trust to be laid out into streak, allers and lots. This brings all the land into the city for texation.—Cincurati Inquirer, May 1.

In twenty-four State prisons in the United States there were in 1888 an aggregate of 18,835 prisoners. These cost the States the found and of \$1,500,882, and their carnings amounted to \$1,502,509.